

REMARKS

This application has been reviewed in light of the Office Action dated April 6, 2007. Claims 1-10, 12-27, 29-30, 32, and 36-40 are pending, of which Claims 1, 30, and 36-39 are in independent form. Claim 3 has been cancelled, without prejudice or disclaimer of the subject matter presented therein, and Claims 11, 28, 31, and 33-35 were previously cancelled. Claims 1, 5, 6, 30, 39, and 40 have been amended to clarify the claimed features. Favorable consideration is requested.

The Office Action states that Claims 1-10, 12-27, 29, 30, 32, and 36-40 are rejected under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent No. 6,336,099 (Barnett). Applicants respectfully traverse the rejections and submit that independent Claims 1, 30, and 36-39, together with the claims dependent therefrom, are patentably distinct from Barnett for at least the following reasons.

Claim 1 is directed to a method for motivating a consumer to promptly purchase a product and/or a service electronically over a computer network. According to the method, a program is provided from a server over the computer network to a consumer's computer. The program causes the consumer's computer to display on a Web page of a vendor an offer for sale of a product and/or a service that may be purchased immediately and directly from the vendor via the computer network. The program also causes the consumer's computer to concurrently display on the Web page of the vendor an incentive for promptly purchasing the product and/or service. The incentive is set to an initial displayed value that changes over a period of time to at least one other displayed value.

When the consumer makes an electronic purchase of the product and/or service by electronically accepting the offer, the program provides to the server an indication of acceptance

and a current displayed value of the incentive. An initial time at which the incentive is displayed and an acceptance time at which the consumer electronically accepts the offer are registered at the server. The initial time and the acceptance time are compared to verify the current displayed value of the incentive provided to the server. The incentive is electronically redeemed for the verified current displayed value.

A notable feature of Claim 1 is that the consumer's computer simultaneously displays on the Web page of the vendor (1) an offer for sale of a product and/or service, and (2) an incentive to motivate the consumer to immediately make an electronic purchase by accepting the offer. To motivate the consumer, the incentive has a displayed value that changes with time. Therefore, the longer the consumer waits before, for example, clicking on the "BUY" button, the less favorable the displayed value of the incentive will be.¹

Barnett teaches a system with a central coupon distributor 16 that operates in conjunction with an online service provider 2. The system allows a user to request coupons using a personal computer 6.² The user can request various types of coupons directly from the coupon distributor 16 via the "optional access" route shown Fig. 1 or indirectly through the online service provider 2. Notably, Barnett does not disclose a direct communication channel between the user and a vendor.

Nothing in Barnett is understood to teach or suggest concurrently displaying on a Web page of a vendor an offer for sale of a product and/or service and an incentive for purchasing the product and/or service, wherein the product and/or service may be purchased

¹ The examples presented herein are intended for illustrative purposes only. It should be understood that the claimed invention is not limited to any details discussed in connection with the illustrative examples.

² Barnett has been discussed previously. Please refer to the Amendments filed on July 17, 2006, and January 19, 2007, for Applicants' earlier comments regarding Barnett.

immediately and directly from the vendor via a computer network, and wherein the incentive changes in value over a period of time, as claimed in Claim 1.

A key aspect of the Barnett system is that it allows a user to download a coupon. Once the coupon is downloaded, it may be printed and redeemed by the consumer by physically presenting it at a retailer, or it may be electronically redeemed.

According to Barnett's printed-coupon redemption scheme, "the electronic coupon distribution system of the present invention allows the printing of a particular coupon only once, thus providing security and guarding against fraudulent redemption. This is accomplished by a coupon deletion routine 32e, which is called whenever a coupon is printed and acts to delete the coupon from a database 30 or to render it unprintable by setting an appropriate flag." (See column 11, lines 45-52.) The "actual expiration date is always printed as part of the coupon." (See column 11, lines 62-63.)

According to Barnett's electronic redemption scheme, a coupon may be redeemed electronically by "sending the coupon data in the output buffer via the data communications interface 20 back to the online service provider 2." This is illustrated by the dashed arrow towards the right-hand side of Fig. 1. Apparently, the online service provider 2 then transmits the electronic coupon to an Internet Web site or the central coupon distributor 16, as illustrated in Fig. 1. Alternatively, the coupon data may be "routed via the data communications interface 20 to a retail store where the user will be shopping, where the coupon data is held in a buffer pending purchase by the user of the matching product." (See column 11, lines 40-44.)

None of Barnett's redemption schemes involves or suggests that the user is enabled to immediately and directly purchase from the vendor the product and/or service displayed on the vendor's Web page, and also to obtain the displayed incentive for making the

purchase, as claimed in Claim 1. The incentive of Claim 1 changes in value with time, and this change in value is displayed on the vendor's Web page. Barnett's system requires the use of at least one intermediary (i.e., the online service provider 2 and/or the central coupon distributor 16), and therefore does not enable a user to make an impulse purchase directly from a vendor's Web page, based on a variable incentive displayed on the vendor's Web page.

Accordingly, Applicants submit that Claim 1 is patentable over Barnett and therefore respectfully request withdrawal of the rejection under 35 U.S.C. § 103(a). Independent Claim 30 includes features similar to those of Claim 1, including the feature of concurrently displaying on a vendor's Web page (1) an offer for sale of a product and/or service, and (2) an incentive whose displayed value changes with time. Therefore, Claim 30 also is believed to be patentable for at least the aforementioned reasons.

In regard to independent Claims 36-39, each of these claims includes the feature of concurrently displaying an offer for sale of a product and/or service and an incentive for promptly purchasing the product and/or service, wherein the incentive is initially displayed as a predetermined non-zero maximum value and then decreases over a period of time "to at least one other *non-zero* value" lower than the maximum value. (Emphasis added.) It is respectfully submitted that Barnett fails to disclose or suggest an incentive that *progressively* decreases in value over time, to at least one other non-zero value. Instead, Barnett is understood to teach an all or nothing approach in which the user either prints a downloaded coupon before the coupon expires, in which case the user would be able to obtain the value of the printed coupon, or the user allows the downloaded coupon to expire, in which case the user would get nothing. As stated in the Office Action, "Barnett teaches the incentive starts with a value and if not [printed]

within a predetermined period of time, the coupons will be deleted from the database and therefore the value will be zero.”³ (Office Action at pages 3-4.)

Accordingly, Applicants submit that Claims 36-39 are patentable over Barnett and therefore respectfully request withdrawal of the rejections under 35 U.S.C. § 103(a).

The other claims in this application depend from one or another of the independent claims discussed above and therefore also are submitted to be patentable for at least the same reasons. Because each dependent claim is also deemed to define an additional aspect of the invention, individual reconsideration of the patentability of each claim on its own merits is respectfully requested.

Finally, there appears to be a misunderstanding regarding a key feature in the claims: the feature of motivating a user to make an immediate purchase of an item by having the value of an incentive progressively decrease as the user is shopping online, for example. The Office Action, at page 4, indicates that this feature is disclosed by Barnett’s use of an expiration date for a coupon, and the Office Action asserts that the mere use of an expiration date would suggest to a person of ordinary skill in the art to send “a reminder to the customer to promptly redeem the offer.” (Office Action at page 4.) Applicants respectfully disagree. Absent the use of hindsight, which is well settled to be impermissible in the evaluation the patentability of a claim, it is respectfully submitted that one of ordinary skill in the art would find no suggestion to take Barnett’s all or nothing approach to coupons (i.e., Barnett’s use of an expiration date) and then develop an incentive whose value is variable with time.

³ The Office Action specifically states that “Barnett teaches the incentive starts with a value and if not *redeemed* within a predetermined period of time, the coupons will be deleted from the database and therefore the value will be zero.” However, the cited portion of Barnett, at column 11, line 66, to column 12, line 8, does not discuss redemption but instead discusses printing of the coupon.

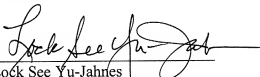
Additionally, in each of the independent claims, there is a feature of verifying the value of the incentive based on an initial time at which the incentive is presented and an acceptance time in which a user accepts an offer to make a purchase. Both the initial time and the acceptance time are registered in a server. Applicants have not found anything in Barnett that discloses or suggests registering an acceptance time in a server, nor have Applicants found anything in Barnett that discloses or suggests using registered times to verify a value of an incentive whose value changes with time. In item 8 on page 6 of the Office Action, there is a discussion stating that Barnett discloses the existence of an initial time and an acceptance time. However, Applicants respectfully submit that Barnett fails to disclose or suggest the *registration* of such times in a *server* and the use of such times in a *verification* procedure.

In view of the foregoing, Applicants respectfully request favorable consideration and early passage to issue of the present application. Should the Examiner believe that issues remain outstanding, it is respectfully requested that the Examiner contact Applicants' undersigned attorney in an effort to resolve such issues and advance the case.

CONCLUSION

Applicants' undersigned attorney may be reached in our New York Office by telephone at (212) 218-2100. All correspondence should continue to be directed to our address listed below.

Respectfully submitted,



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